

EXHIBIT 4

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
SEATTLE DIVISION

FIRS HOME OWNERS ASSOCIATION,)

)
Plaintiff,)

)
vs.) No. C19-1130RSL

)
CITY OF SEATAC,)

)
Defendant.)

VIDEOCONFERENCE DEPOSITION UPON ORAL EXAMINATION
OF
JOSEPH SCORCIO

Taken at SeaTac, Washington

(All participants appeared via videoconference.)

DATE TAKEN: SEPTEMBER 30, 2020

REPORTED BY: LISA BUELL, RPR, CRR, CCR 2204
Certified Realtime Systems Administrator

1 mobile home parks that triggered the relocation planning
2 process outlined in the city code?

3 A. I am not aware of any that occurred during my
4 time with the City, other than the Firs.

5 Q. I'd like to next point to paragraph E at the
6 bottom of page 8.

7 A. Yes.

8 Q. Can you take a quick second and take a look at
9 that.

10 My question for you is: Do you know if the City
11 of SeaTac notified the owner of any deficiencies in
12 the -- I'll call it the draft relocation plan for the
13 Firs Mobile Home Park?

14 MR. PLANT: Objection.

15 A. I have a recollection that they did. As part of
16 standard practice, after those meetings and after
17 reviewing the draft documents, we work with all
18 applicants to make sure again that they said their
19 applications are correct and complete to the extent
20 possible.

21 I have no specific knowledge of the comments or
22 what was the content of that conversation or letter, if
23 there was a letter. I assume there was a letter or an
24 email.

25 /////

1 take on it, it's an informative thing.

2 So when a department head like Jeff Robinson
3 informs me, as city manager, that a mobile park closure
4 has come in, I took it upon myself to advise the
5 council.

6 I very likely did that during the next council
7 meeting during the city manager's comments. Each
8 council meeting included a period of time when I could
9 simply update the entire council as a whole on things
10 that were going on, which may or may not come before
11 them.

12 On much, much rarer occasions would have been an
13 opportunity, if something was more timely, in which I
14 either sent an email out to the council, informing them
15 of something or would inform them through committees or
16 something if they were meeting that day, but this is all
17 informal communication to just keep the elected
18 officials aware of what's going on around the city.

19 I would not view this email as anything other
20 than routine.

21 Q. When you were city manager, either acting or
22 permanent, did you have regular meetings with the mayor?

23 A. Yes.

24 Q. How often did you meet with the mayor?

25 A. Well, it varied. And I guess -- I need to

1 mayor, between June of 2016 and November of '16,
2 discussing the Firs Mobile Home Park with the mayor?

3 A. I don't know that I did. I don't recall any
4 specific conversations. It's very likely, since there
5 were things going on that -- regarding the application,
6 that I would have updated the mayor on anything that I
7 felt significant, but I don't know what any of those
8 were at the time.

9 That's the fairly -- that's a fairly bit of
10 minutia in a conversation, because again, preface this
11 with the overall sense, when I did inform the council of
12 the Firs Mobile Home Park closure application, and I
13 believe I did this at a city council meeting, I made it
14 very clear then that there was no action that would
15 involve the council regarding the closure.

16 This -- procedurally, this was a matter that
17 would go through the department, and its appeal would go
18 to the hearing examiner, and the appeal from there would
19 go to the court.

20 This came up I know many, many times in
21 public -- in the public council meetings, when members
22 of the Firs would come to make public comment to the
23 council.

24 And I would have to remind both the council and
25 the members that the issue of the Firs Mobile Home Park

1 closure was not a matter that would go in front of the
2 city council for action.

3 So I do know that I mentioned it many times over
4 the months as a reminder to everyone involved, your
5 clients as well as the city council, that this is a
6 matter that would not see itself in front of the city
7 council for action.

8 That's a long answer to your question.

9 Q. Do you recall whether any of the councilmembers,
10 in the time period from June of '16 until November of
11 '16, had any opinions about the closure of the Firs
12 Mobile Home Park?

13 A. I don't recall any specifically, but I'm certain
14 that they did individually. Again, you have
15 conversations with individual councilmembers. That's
16 just conversation.

17 When the council -- when we had a council
18 meeting and they sit in a quorum, actions and
19 discussions they have there are what is important to the
20 operations of the city.

21 So any councilmember is certainly entitled to
22 their own individual opinions and can state it whenever
23 or however they wish to state it, but I do not recall
24 specific conversations specifically about that mobile
25 home park closure.

1 Q. Did you direct the staff to approve the
2 relocation report and plan?

3 A. No, I did not. That would have been
4 inappropriate for me to do that.

5 Q. In the last paragraph of that email, do you know
6 why he stated that the City was notifying the tenants of
7 the park of the decision?

8 A. I believe that the notice to -- the city code
9 provides that the notice of a decision would be provided
10 to the tenants. If it was not required, it certainly
11 would have been logical for us to have done that, given
12 the amount of conversations that had occurred throughout
13 this process.

14 It would also be appropriate to notify property
15 owners and interested parties under the environmental
16 appeal, which is mentioned in the first paragraph. And
17 so I think those two tie together very properly in a
18 procedural sense.

19 Q. In your role as city manager, do you recall any
20 staff members or city councilmembers who believed that
21 the Tenants Union of Washington instigated the dispute
22 regarding the relocation plan?

23 A. I don't recall any specific conversations about
24 that. I -- my understanding was, is that the Tenants
25 Union had an opportunity to assist in representing and

1 for our purposes, starts when the decision was reached."

2 And then it continues on.

3 Q. Go ahead and read the next sentence to me or
4 into the record, please, and then we'll stop there.

5 A. Okay. "That they hadn't dotted all the I's and
6 crossed all their T's, that can be appealed to the
7 hearing examiner and the hearing examiner is empowered
8 to double check our work, essentially." That's the
9 nature of the appeal.

10 Q. Having read that sentence, in particular, my
11 question is: How can the City of SeaTac's requirements
12 mirror state law if they're stricter than state law?

13 A. In our particular case, the steps are the same,
14 but we require or have a process that does allow a local
15 appeal to our local hearing examiner. So there is a
16 check and balance that occurs.

17 We have a staff review and a staff-issued
18 decision, which is referred to in land use as an
19 administrative decision, and that is then subject to
20 appeal that can be brought before our hearing examiner.

21 So our additional strictness is in terms of a
22 procedural double check. There may be substantive
23 matters, but I'm not aware of any that are significant.
24 What is different is our procedure providing this
25 additional opportunity.

1 alternatives?

2 A. Specifically, the city council and my staff, we
3 followed the procedural aspects of it in terms of the
4 review of the mobile home park relocation and closure
5 plan.

6 We did, as I expressed earlier, work on pursuing
7 changes to state law to better support these closures,
8 and we certainly did not stand in the way of any efforts
9 to find a coalition that could support the residents'
10 desires to try to purchase the park.

11 But the City had no role in the purchase aspect
12 of it. Those are matters between private parties, and
13 that has consistently been the City's view, as long as I
14 can recall, certainly during my entire time with the
15 City, that private party business is between private
16 parties, and the City does not get involved in those.

17 A different city manager, a different city
18 council could of course have always established
19 different procedural approaches to things, but not
20 during my time with the City was I aware of that.

21 (Discussion off the record.)

22 (A break was taken from

23 12:02 p.m. to 12:15 p.m.)

24 MR. BARRAZA: With that, I'd like to go to

25 Exhibit 23, please.

1 Councilmember Wachtel contacted Dan and requested that
2 he send a new -- or another copy of the original letter
3 with the erroneous statement that the city is "opposed
4 to this action removed"?

5 A. I do not know why Councilmember Wachtel
6 approached Dan Watson directly, whether he had been --
7 well, clearly, from the earlier exhibit, he had been in
8 some communication with him before, from Exhibit 28.

9 Q. Do you recall having any discussions with
10 Mr. Wachtel or anyone else regarding the removal of the
11 statement indicating opposition to the action?

12 A. No, I do not recall.

13 MR. BARRAZA: I'd like to go to Exhibit 31,
14 please.

15 BY MR. BARRAZA:

16 Q. Exhibit 31 contains email communications from
17 Chelsea Hager -- I believe she was a lawyer working for
18 maybe the law firm that assisted the City with its
19 lobbying efforts in Olympia. Is that a correct
20 impression that I have there?

21 A. Yes. Gordon Thomas Honeywell was the City's
22 representative for efforts down in the legislature, so
23 Chelsea and Briahna Murray were the two we were working
24 with during that time frame in 2018.

25 Q. Do you recall receiving this email chain --

1 actually, let me strike that.

2 Do you recall receiving the email from Chelsea
3 Hager, on March 6, 2018, directed to Jeff Robinson, with
4 a carbon copy to you and Briahna Murray?

5 A. Yes. This was a subsequent piece of legislation
6 that we were pursuing. I think, if you look at the next
7 page, it talks about the relocation assistance funding,
8 which, as I pointed out, was something we were very
9 strongly working towards.

10 And there's a reference in Chelsea's comments to
11 additional language about funding -- state funding to
12 help acquire the mobile home park -- mobile home parks,
13 plural, including the Firs.

14 Q. Do you know why Chelsea stated that the language
15 should not cause concern as drafted?

16 A. No, I don't -- I don't know why. Not unusual
17 for us to get comment from our representatives in
18 Olympia, our legal reps down there, that we should
19 either -- either we needed to respond to something right
20 away or not, as in terms of its urgency or its
21 timeliness going to committee.

22 So, you know, I'm sure I read this at the time
23 from the standpoint of saying, I don't need to respond
24 to this. She's just providing me information.

25 Q. My understanding, from reading this email, is

1 CERTIFICATE

2
3 STATE OF WASHINGTON

4 COUNTY OF KING

5
6 I, Lisa Buell, a Certified Court Reporter in and
7 for the State of Washington, do hereby certify that the
8 foregoing transcript of the deposition of JOSEPH
9 SCORCIO, having been duly sworn, on SEPTEMBER 30, 2020,
10 is true and accurate to the best of my knowledge, skill
11 and ability.

12 IN WITNESS WHEREOF, I have hereunto set my hand
13 and seal this 7th day of October, 2020.

14
15 
16

17 LISA BUELL, RPR, CRR, CCR #2204
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